

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA, <i>et al</i> ,)	
<i>ex rel.</i> , MARSHA MCCULLOUGH,)	
)	
Plaintiff,)	
)	Civil Case No. 3:12-cv-0823
v.)	Judge Haynes
)	
NASHVILLE PHARMACY SERVICES, LLC,)	
)	
Defendant.)	

JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729, *et seq.*, and the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181, *et seq.*, and in accordance with the terms and conditions of the Settlement Agreement with the Defendant and its majority owner Kevin Hartman in this case, the United States of America, the State of Tennessee, and Relator Marsha McCullough seek dismissal of this action. A copy of the Settlement Agreement is attached as Exhibit 1.

Relator, on behalf of herself, her heirs, successors, attorneys, agents, and assigns, stipulates and agrees that the Settlement Agreement referenced above and the terms and conditions described therein are fair, adequate, and reasonable under all of the circumstances of this case, that she will not challenge the settlement pursuant to 31 U.S.C. § 3730(c)(2)(B), and Tenn. Code Ann. § 71-5-183(c)(2)(B), and that she expressly waives the opportunity for a hearing on any objection to the settlement under 31 U.S.C. § 3730(c)(2)(B) and Tenn. Code Ann. § 71-5-183(c)(2)(B).

Defendant Nashville Pharmacy Services, LLC (NPS) and Kevin Hartman have paid the Initial Settlement Payment of \$500,000 required by the terms of the Parties' Settlement

Agreement, and NPS and Hartman will pay the remaining Contingency Payments due under the Settlement Agreement over approximately a five-year period. In total, NPS and Hartman will pay a total Settlement Amount that is between \$1,750,000 and \$7,800,000 depending on NPS' revenues in calendar years 2016 through 2020. *See* Ex. 1 at 4-9.

Accordingly, the United States, Tennessee, and Relator now stipulate to the entry of an order that (1) dismisses all claims in this action with prejudice as to the Relator; (2) dismisses this action with prejudice as to the United States and Tennessee with respect to the "Covered Conduct" defined in the parties' Settlement Agreement; (3) dismisses all other claims in the *qui tam* complaint without prejudice as to the United States and Tennessee; and (4) provides that the Court retain jurisdiction over any disputes that may arise regarding the Settlement Agreement. A proposed order is attached.

Respectfully submitted,

For the United States:

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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of January, 2016, a copy of the foregoing was filed electronically. Notice of this filing will be sent to the following, if registered, by operation of the Court's electronic filing system. If not registered, notice was mailed by regular U.S. mail to: Julie Bracker and Jason Marcus, Bracker & Marcus LLC, 3225 Shallowford Road, Suite 1120, Marietta, GA 30062; Mike Bothwell, The Bothwell Law Group, 304 Macy Drive, Roswell, GA 30076; and Jennifer Weaver, Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219.

s/ Ellen Bowden McIntyre
ELLEN BOWDEN MCINTYRE
Assistant United States Attorney